

W.P.A. 4662 of 2012

Krishnagar Municipality & Ors.
Vs.
Union of India & Ors.

Mr. Subir Sanyal
Mr. Sankar Halder
....for the petitioners

Mr. Dipak Kumar Mukherjee
Mr. Rajib Mukherjee
Ms. Srayasi Bhaduri
....for the BSNL

Affidavit-in-opposition filed by the BSNL and affidavit-in-reply filed by the petitioners are taken on record.

Matter relates to payment of service charge to be made by the appropriate authority of Bharat Sanchar Nigam Limited (hereinafter referred to as “BSNL”) in favour of Krishnagar Municipality being the writ petitioners. At the time of hearing petitioners as well as BSNL authorities are represented by learned advocates.

Mr. Subir Sanyal, learned counsel representing the petitioners has submitted that on this writ petition an interim order was passed by a coordinate Bench on 28th March, 2012 and pursuant to such order Rs. 18,00,000/- was paid by the BSNL in favour of the petitioners. However, the service charge which was computed by the petitioners and which was required to be paid by the BSNL was with effect from 2004-2005 and

in consideration of such computation on deducting the amount paid i.e. Rs. 18,00,000/- upto the year 2010-2011, Rs. 5,33,200/- remains outstanding.

It appears from the order dated 28th March, 2012 passed by the coordinate Bench as well as from the submissions made on behalf of the respective parties that there was a confusion whether the calculation was made by the petitioners for payment of service charge from 1st quarter 2000-2001 or from the year 2004-2005.

Mr. Dipak Kumar Mukherjee, learned advocate representing the BSNL has submitted that calculation of service charge ought to have been computed not from 1st quarter 2000-2001 rather it should be from 30th June, 2004 being the date when the premises in question was taken over.

To dispel such doubt Mr. Sanyal appearing for the petitioners has drawn notice of this Court to page 36 of the writ petition wherefrom it appears by letter of the Chairman of Krishnagar Municipality dated 7th February, 2011 service charge was fixed at Rs. 5,00,000/- per year from the year 2004-2005. It has also been submitted on behalf of the petitioners that in effect the service charge which has been demanded by the Municipality was for the period from 2004-2005 upto 2010-2011.

Accordingly, in this writ petition Court is considering payment of such service charge for the aforesaid period.

This Court has heard the learned advocates representing the parties to this writ petition and perused the relevant materials available on record including affidavits used by the parties.

It appears from the order dated 28th March, 2012 that total demand made by the petitioners towards service charge for the period from 2004-2005 to 2010-2011 is Rs. 23,33,100/-. Out of the said sum Rs. 18,00,000/- has already been paid pursuant to the order dated 28th March, 2012 and today this Court while hearing the writ petition finally is considering the payment of the balance amount i.e. Rs. 5,33,200/-.

Since it has already been specifically submitted on behalf of the petitioners that calculation for the period in question was made not from 1st quarter 2000-2001 but from 2004-2005 therefore nothing remains to be further considered by the Municipal Authority pursuant to the order passed by this Court on 28th March, 2012. It appears that the said sum of Rs. 5,33,200/- is outstanding towards service charge, which is required to be paid by the BSNL to the petitioners.

Accordingly, the concerned authority of BSNL is directed to pay Rs. 5,33,200/- towards service charge for

the period from 2004-2005 till 2010-2011 along with interest @ 6% per annum from the date of filing of the writ petition till date of payment, within a period of 8 (eight) weeks from the date of communication of this order.

However, it is made clear that this Court has not decided the claim of the petitioners towards service charge levied against the BSNL authorities for the period post 2010-2011.

With the above directions, the writ petition stands disposed of.

However, there shall be no order as to costs.

Urgent photostat certified copy of the order, if applied for, be given to the parties, upon usual undertakings.

(Saugata Bhattacharyya, J.)